AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	JISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)
0021	See Blo	T		POD-14-00206		, and the straining
6. ISSUED BY CODE	CPOD		7. ADN	IINISTERED BY (If other than Item 6)	CODE	
CPOD US Environmental Protection Cincinnati Procurement Opera Division	Agency			, ,		
26 West Martin Luther King D	rive					
Cincinnati OH 45268						
8. NAME AND ADDRESS OF CONTRACTOR (No., street	, county, State and	((ZIP Code	(x) 9A.	AMENDMENT OF SOLICITATION NO.		
FARITAS POWER SERVICES INC 9259 PINE HILL CT.			9B.	DATED (SEE ITEM 11)		
PO BOX 33						
SALINE MI 481769476						
				. MODIFICATION OF CONTRACT/ORDER N -C-11-052	O.	
	I E A OU I EVA O OF		(1)(3)()	. DATED (SEE ITEM 13)		
CODE 074228065	FACILITY COI	DE	0	9/29/2011		
The above numbered solicitation is amended as set for	to the appropriate the transfer	THE STATE OF THE S		ENTS OF SOLICITATIONS		
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (If received See Schedule	OFFERS PRIOR r already submit d prior to the ope	TO THE HOUR AND DA' ted, such change may be ening hour and date specifi	TE SPE made b ied.	CIFIED MAY RESULT IN REJECTION OF YO	OUR OFFER. · letter makes	If by reference
				ES SET FORTH IN ITEM 14 ARE MADE IN TI MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).		
C. THIS SUPPLEMENTAL AGREEMEN	T IS ENTERED	INTO PURSUANT TO AU	ITHORI	TY OF:		
D. OTHER (Specify type of modification	and authority)					
X By mutual agreement	of both	parties.				
E. IMPORTANT: Contractor X is not,	is required t	to sign this document and	return	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065	(Organized by U	ICF section headings, incl	uding s	olicitation/contract subject matter where feasib	vle.)	
Managed Operations, Maintena		Auxiliary Su	ıppoı	t services for the Nati	ionai v	enicle
and Fuel Emissions Laborator	У					
Max Expire Date: 09/30/2016						
LIST OF CHANGES:						
Reason for Modification : Ot Total Amount for this Modifi			tion	1		
The purpose of this modifica 1. To Shift (b)(4) in fu		is as follows om CLIN 2001		ri in 3001		
1 .1.1 .1	_			TIN JOOT		
2. All other terms and condi	cions re	main unchange	eu.			
Continued					() £	£4
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document refe	erenced in Item 9A or 10A,				
TOP. HANGE AND TITLE OF SIGNER (Type of print)				NAME AND TITLE OF CONTRACTING OFFIC	LK (1 ype or	print)
			Mic	hael D. Kreacic		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	10	. 6 B V) C V	LEGTRONIC SIGNATURE	or or manual managers of
(Signature of person authorized to sign)			1 .	F (8) E		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE ()F
	EP-C-11-052/0021	2	4

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 2001				
	Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	13-14-C-56EB-101A61X55-2582-1356EE3049-001 Amount changed from (b)(4) to (b)(4)	ſ			
	Amount changed from (b)(4) to (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 3001				
	Obligated Amount for this modification: (b)(4)	1			
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	13-14-C-56EB-101A61X55-2582-1356EE3049-001				
	Beginning FiscalYear 13				
	Ending Fiscal Year 14				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1356EE3049-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 4.01175				
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
	Fellod of Fellormance. 10/01/2011 to 03/30/2016				
		1	1		

EP-C-11-052

Option Period II Recapitulation of Funds 10/01/2013 - 09/30/2014

	CLIN 2001	CLIN 2002	CLIN 2003	CLIN 2004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 14	(b)(4)			\$15,000.00	\$238,254.00
Mod 15				\$15,000.00	\$238,254.00
Mod 16				\$0.00	\$0.00
Mod 17				\$0.00	\$31,443.81
Mod 18				\$15,000.00	\$289,998.00
Mod 19				\$15,000.00	\$208,074.19
Mod 21				\$0.00	-\$31,928.00
		1			
Total Funded	(b)(4)	\$149,176.00	\$13,100.00	\$60,000.00	\$974,096.00
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$954,280.00
Increase per Mod 16		\$9,176.00	\$0.00	\$0.00	\$51,744.00
Decrease per Mod 20		\$0.00	\$0.00	\$0.00	(\$31,928.00)
New Contract Total		\$149,176.00	\$13,100.00	\$60,000.00	\$974,096.00
Balance Unfunded	-\$31,928.00	\$0.00	\$0.00	\$0.00	\$0.00

EP-C-11-052

Option Period III Recapitulation of Funds

10/01/2014 - 09/30/2015

	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 20	(b)(4)			\$5,087.00	\$84,972.50
Mod 21				\$0.00	\$31,928.00

Total Funded	(b)(4)	\$12,718.00	\$847.00	\$5,087.00	\$116,900.50
Total Per Contract	[]	\$140,000.00	\$13,100.00	\$60,000.00	\$955,720.00
Increase per Mod 16		\$11,604.00	\$0.00	\$0.00	\$62,225.00
Increase per Mod 20					
New Contract Total	4	\$151,604.00	\$13,100.00	\$60,000.00	\$1,017,945.00
Balance Unfunded	\$697,613.30	\$138,886.00	\$12,253.00	\$54,913.00	\$901,044.50

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAG	GE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	JISITION/PURCHASE REQ. NO.	5. PROJEC	L 8 CT NO. (If applicable)
0022	See Blo			Schedule		and the commence of
6. ISSUED BY CODE	CPOD		7. ADN	IINISTERED BY (If other than Item 6)	CODE	
CPOD	0100				L	
US Environmental Protection	Agency					
Cincinnati Procurement Opera						
Division						
26 West Martin Luther King D	rive					
Cincinnati OH 45268						
8. NAME AND ADDRESS OF CONTRACTOR (No., stree	t, county, State and	ZIP Code) (x) ^{9A.}	AMENDMENT OF SOLICITATION NO.		
TARITAS POWER SERVICES INC						
9259 PINE HILL CT.			9B.	DATED (SEE ITEM 11)		
PO BOX 33						
SALINE MI 481769476			100	MODIFICATION OF CONTRACT/ORDER W		
		2		. MODIFICATION OF CONTRACT/ORDER NO -C-11-052	0.	
			10B	. DATED (SEE ITEM 13)		
CODE 074228065	FACILITY COL	DE	0:	9/29/2011		
	11. THIS ITE	 EM ONLY APPLIES TO AN	 /IENDM	ENTS OF SOLICITATIONS		
The above numbered solicitation is amended as set for	orth in Item 14	The hour and date specifie	d for re	ceipt of Offers is exten	nded Dis	s not extended.
Offers must acknowledge receipt of this amendment p		7.5			1	
		-		eipt of this amendment on each copy of the off		1 5
separate letter or telegram which includes a reference						
THE PLACE DESIGNATED FOR THE RECEIPT OF						
virtue of this amendment you desire to change an offer	a a second to the second to th	1 N 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1		y telegram or letter, provided each telegram or	letter make	es reference
to the solicitation and this amendment, and is received		ning hour and date specifi	ied.			
12. ACCOUNTING AND APPROPRIATION DATA (If red See Schedule	juirea)	Net	Inc	rease: \$4	24,000	0.00
gartereter in Assistant produced and construction (ODICICATION O	E CONTRACTO/ORDERO	IT BAC	DIFFE THE CONTRACT/ORDER NO. 46 DEC	COURTE IN	LITEM 44
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION	F CONTRACTS/ORDERS	. II WIC	DIFIES THE CONTRACT/ORDER NO. AS DES	SCRIBED IN	N 11 CM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED I	DUDCHANT TO:	(Specify outbority) THE (PHANC	EQ OET EODTH IN ITEM 14 ADE MADE IN TI	UE CONTR	ACT
ORDER NO. IN ITEM 10A.	OKSUANI IU.	(Specify authority) THE C	JIANG	ES SET FORTH IN ITEM 14 ARE MADE IN TI	TE CONTR	ACI
B. THE ABOVE NUMBERED CONTRA	CT/ODDED IS M	ODIFIED TO DEFI FOR T		AINICEDATIVE CHANCES (ayah as shangas	in novina of	
appropriation date, etc.) SET FORTH	IN ITEM 14, PL	JRSUANT TO THE AUTH	ORITY	MINISTRATIVE CHANGES (such as changes of OF FAR 43.103(b).	ın payıng or	псе,
C. THIS SUPPLEMENTAL AGREEMEN	I IS ENTERED	INTO PURSUANT TO AU	THORI	TY OF:		
D. OTHER (Specify type of modification	and authority)					
I THE ALLESS WERE CONTROLLED AND ALL ALLESS WERE CONTROL	COLUMN PROCESSION CONTRACTOR	. Based on the s	ont n	actor's e-mail dated 9/23/14.		
	action that is	W 4.V 6 4.		6		
E. IMPORTANT: Contractor 🗵 is not,		o sign this document and		- The Auditorial Property of the Control of the Con		
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by U	ICF section headings, incl	uding s	olicitation/contract subject matter where feasib	le.)	
DUNS Number: 074228065						
Managed Operations, Maintena	nce, and	Auxiliary Su	ppoi	t Services for the Nat:	ional	Vehicle
and Fuel Emissions Laborator	У					
Max Expire Date: 09/30/2016						
LIST OF CHANGES:						
Reason for Modification : Ot	her Admi	nistrative Ac	tion	1		
1. To equitably adjust CLIN	2001 (05	tion Period 2	\	response to the Tarity	ae Por	ar Systame
	-			-		
Request for Equitable Adjust						
10/1/2013 (government shutdo		1=0				rom
(b)(4) to (b)(4)	This uni	lateral modif	icat	tion is based upon the o	contra	ctor's
Continued						
Except as provided herein, all terms and conditions of the	e document refe	erenced in Item 9A or 10A,	as here	etofore changed, remains unchanged and in fu	II force and	effect.
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. N	IAME AND TITLE OF CONTRACTING OFFIC	CER (Type o	or print)
			Mia	hael D. Kreacic		
			MIC	naer D. Kreacic		T
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16	-	LECTRONI	16C. DATE SIGNED
			13	. ለ ለ ህንሮም		TO THE RESIDENCE OF THE PARTY O
(Signature of person authorized to sign)			/1	man is promoted	SIGNATUR	15 02/24/2014

CONTINUATION SUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	EP-C-11-052/0022	2	8

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	concurrence via e-mail dated 09/23/14.				
	2. To add (b)(4) in incremental funding to				
	CLIN 3001 (Option Period III)				
	3. This mod also corrects calculation errors on				
	the Option Period II & III recapitulations of				
	funds.				
	4. All other terms and conditions remain				
	unchanged.				
	3 000 0				
	CHANGES FOR LINE ITEM NUMBER: 3001				
	Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)	-1			
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56E1-102A61X55-2582-1456EE4041-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15				
	Fund (Appropriation) C				
	Budget Organization 56E1				
	Program (PRC) 102A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1456EE4041-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 41.50218				
	Subject To Funding: N				
	Subject to functing: N				
	CHANGES FOR LINE ITEM NUMBER: 2001				
	Total Amount changed				
	from (b)(4) to (b)(4)				
	Tron (a)(a)				
	CHANGES FOR LINE ITEM NUMBER: 3002				
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from (b)(4)	- 1			
	to (b)(4)				
	(,				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56E1-102A61X55-2582-1456EE4041-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15				
	Fund (Appropriation) C				
	Budget Organization 56E1				
	Program (PRC) 102A61X55				
	Budget (BOC) 2582				
	Continued				
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CONTINUATION SHEET	EP-C-11-052/0022	3	8

NO.	SUPPLIES/SERVICES	QUANTITY	erost since	UNIT PRICE	AMOUNT
.)	(B)	(C)	(D)	(E)	(F)
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1456EE4041-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 41.61104				
	Subject To Funding: N				
	subject to runding. N				
	CHANGES FOR LINE ITEM NUMBER: 3003				
	Obligated Amount for this modification: (b)(4)				
	obligated Amount for this modification:				
	Incremental Funded Amount changed from (b)(4) to				
	(b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56E1-102A61X55-2582-1456EE4041-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15				
	Fund (Appropriation) C				
	Budget Organization 56E1				
	Program (PRC) 102A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1456EE4041-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 43.53435				
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 3004 (b)(4)				
	Obligated Amount for this modification:				
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56E1-102A61X55-2582-1456EE4041-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15				
	Fund (Appropriation) C				
	Budget Organization 56E1				
	Program (PRC) 102A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1456EE4041-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 41.52167				
	Continued				
			1		

 CONTINUATION SHEET
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 PAGE
 OF

 EP-C-11-052/0022
 4
 8

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (D)	UNIT PRICE (E)	AMOUNT (F)
	Subject To Funding: N Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Plymouth Road Ann Arbor MI 48105 USA				
	FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016				

A. PURPOSE OF MODIFICATION

The purpose of this modification 22 is as follows:

- 1. To equitably adjust CLIN 2001 (Option Period 2) in response to the Taritas Power Systems Request for Equitable Adjustment associated with the Stop Work Order Issued by EPA on 10/1/2013 (government shutdown), by reducing the CLIN 2001 Price by (b)(4) from (b)(4) to (b)(4) This unilateral modification is based upon the contractor's concurrence via e-mail dated 9/23/14.
- 2. To add (b)(4) ____in incremental funding to CLIN 3001 (Option Period III)
- 3. This mod also corrects calculation errors on the Option Period II & III recapitulations of funds.
- 4. All other terms and conditions remain unchanged.

B. Clauses

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Option Period III Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$540,900.50 of the total price is presently available for payment and allotted to Option Period III this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".
- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph

- (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: OPTION PERIOD II

Total Firm Fixed Price for Option	Period II:	\$954,280.00
Total Firm Fined Fire for operon	rorrod rr.	7301,200.00
Increase per Modification 16		+\$51,744.00
Decrease per Mod 22		-\$31 , 928.00
Total Firm Fixed Price for Option	Period II:	\$974.096.00

Recaitulation of Funding

RECATCUTACE	on or runari	<u>.9</u>		1/h)///
Incremental	Funding per	Modification	14:	(b)(4)
Incremental	Funding per	Modification	15 :	
Incremental	Funding per	Modification	17:	
Incremental	Funding per	Modification	18:	
Incremental	Funding per	Modification	19:	
Incremental	Funding per	Modification	21:	

Total Funded to Date for Option Period II: \$974,096.00

Amount to be funded by Program Office: \$0.00

Contract: EP-11C-052 Modification 22

RECAPITULATION: OPTION PERIOD III

Total Firm Fixed Price for Option Period III: \$955,720.00 Increase per Modification 16 +\$62,225.00 Increase per Mod 20 +\$2,620.80 Total Firm Fixed Price for Option Period III: \$1,020,565.80

Recap of Funding
Incremental Funding per Modification 14:
Incremental Funding per Modification 15:
Incremental Funding per Modification 17:
Total Funded to Date for Option Period III: \$540,900.50

Amount to be funded by Program Office: \$479,665.30

(End of Clause)

EP-C-11-052

Option Period II Recapitulation of Funds

10/01/2013 - 09/30/2014

	CLIN 2001	CLIN 2002	CLIN 2003	CLIN 2004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 14	(b)(4)			\$15,000.00	\$238,254.00
Mod 15				\$15,000.00	\$238,254.00
Mod 16				\$0.00	\$0.00
Mod 17				\$0.00	\$31,443.81
Mod 18				\$15,000.00	\$289,998.00
Mod 19				\$15,000.00	\$208,074.19
Mod 21		*		\$0.00	-\$31,928.00
	,				
Total Funded	₹(b)(4)	\$149,176.00	\$13,100.00	\$60,000.00	\$974,096.00
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$954,280.00
Increase per Mod 16		\$9,176.00	\$0.00	\$0.00	\$51,744.00
Decrease per Mod 22		\$0.00	\$0.00	\$0.00	(\$31,928.00)
New Contract Total		\$149,176.00	\$13,100.00	\$60,000.00	\$974,096.00
Balance Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EP-C-11-052

Option Period III Recapitulation of Funds

10/01/2014 - 09/30/2015

	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 20	(b)(4)				\$84,972.50
Mod 21					\$31,928.00
Mod 22					\$424,000.00

Total Funded	\$540,900.50				
Total Per Contract	\$(b)(4)	\$140,000.00	\$13,100.00	\$60,000.00	\$955,720.00
Increase per Mod 16		\$11,604.00	\$0.00	\$0.00	\$62,225.00
Increase per Mod 20					\$2,620.80
New Contract Total	\$	\$151,604.00	\$13,100.00	\$60,000.00	\$1,020,565.80
Balance Unfunded	\$367,313.30	\$75,802.00	\$6,550.00	\$30,000.00	\$479,665.30

Page 8

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAG	GE OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE 1	4. REQ	JISITION/PURCHASE REQ. NO.	5. PROJE	L 6 CT NO. (If applicable)
0023	See Bloo	T		POD-14-00206		• · · · · · (· · / · · · · · · / · · · · · ·
6. ISSUED BY CODE	CPOD	X 10C		INISTERED BY (If other than Item 6)	CODE	
	CFOD			,	L	
CPOD	_					
US Environmental Protection						
Cincinnati Procurement Opera	itions					
Division						
26 West Martin Luther King D	rive					
Cincinnati OH 45268		717 0 11	loa	AMENDMENT OF COLUMNATION NO		-
8. NAME AND ADDRESS OF CONTRACTOR (No., stree.	t, county, State and	ZIP Code)	x) ^{9A.}	AMENDMENT OF SOLICITATION NO.		
CARITAS POWER SERVICES INC						
9259 PINE HILL CT.			9B.	DATED (SEE ITEM 11)		
PO BOX 33						
SALINE MI 481769476						
71HINE 111 401/054/0		2		. MODIFICATION OF CONTRACT/ORDER N $-C-11-052$	Ο.	
			-	-C-11-032		
			405	DATED (OFF (TEN 10)		
			0.00	. DATED (SEE ITEM 13)		
CODE 074228065	FACILITY COD	PE	0	9/29/2011		
	11. THIS ITE	M ONLY APPLIES TO AN	IENDM	ENTS OF SOLICITATIONS		
The above numbered solicitation is amended as set for	orth in Item 14. T	he hour and date specifie	d for re	ceipt of Offers 🔲 is exter	nded, 🔲 i	s not extended.
Offers must acknowledge receipt of this amendment p	orior to the hour a	nd date specified in the so	olicitatio	n or as amended, by one of the following met	nods: (a) By	completing
<u> </u>				eipt of this amendment on each copy of the off		11.
separate letter or telegram which includes a reference						
THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offer						•
to the solicitation and this amendment, and is received	and the second second	1. N 20 10 10 N 10 N 10 N 10 N 10 N 10 N 1		,		
12. ACCOUNTING AND APPROPRIATION DATA (If red	quired)					
See Schedule						
13. THIS ITEM ONLY APPLIES TO M	ODIFICATION O	F CONTRACTS/ORDERS	. IT MC	DIFIES THE CONTRACT/ORDER NO. AS DE	SCRIBED II	ITEM 14.
CHECK ONE A THIS CHANGE ORDER IS ISSUED I						
A. THIS CHANGE ORDER IS ISSUED F ORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE (CHANG	ES SET FORTH IN ITEM 14 ARE MADE IN T	HE CONTR	ACT
					4 4	
appropriation date, etc.) SET FORTH	TIORDER IS M I IN ITEM 14, PU	IRSUANT TO THE AUTH	HE ADI ORITY	MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).	in paying o	tice,
, , , , , , , , , , , , , , , , , , , ,				新 放		
C. THIS SUPPLEMENTAL AGREEMEN	IT IS ENTERED I	NTO PURSUANT TO AU	THORI	TY OF:		
D. OTHER (Specify type of modification	and authority)					
X FAR 1.602-2 (b)						
E. IMPORTANT: Contractor X is not,	is required to	sign this document and	return	copies to the issuing	office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION	(Organized by U	CF section headings, incl	uding s	olicitation/contract subject matter where feasib	ole.)	
OUNS Number: 074228065						
Managed Operations, Maintena	nce, and	Auxiliarv Su	rogg	t Services for the Nat.	ional	Vehicle
and Fuel Emissions Laborator			1 1			
	У					
Max Expire Date: 09/30/2016						
LIST OF CHANGES:						
Reason for Modification : Ot	her Admin	nistrative Ac	tion	L		
Total Amount for this Modifi	cation:	\$2,800.00				
The purpose of this modifica			•			
l. To equitably adjust CLIN				response to a galgula	tion o	rror found
	_			=		
in the ODC's Taritas Power S		1	uita	Die Adjustment by incr	easing	THE CLIN
2001 Price by (b)(4) from (b)(4	+)	to (b)(4)				
Continued						
Except as provided herein, all terms and conditions of the	e document refe	renced in Item 9A or 10A,	as here	etofore changed, remains unchanged and in fu	II force and	effect.
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. N	IAME AND TITLE OF CONTRACTING OFFIC	CER (Type	or print)
			Mia	hael D. Kreacic		
				maer D. Kreacre		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16	-	507001	16C. DATE SIGNED
			/35	. ለ ለ ሀገረም	LECTRON RICHATUS	TO THE RESIDENCE OF THE PERSON
(Signature of person authorized to sign)			/1	man () / / / / / / / / / / / / / / / / / /	SIGNATUS	" O D / Z O / Z O I 4

CONTINUATION SUFET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE ()F
CONTINUATION SHEET	EP-C-11-052/0023	2	6

ITEM NO.	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	2. All other terms and conditions remain unchanged.				
NSN 7540-01-16	CHANGES FOR LINE ITEM NUMBER: 2001 Total Amount changed from (b)(4) to (b)(4) CHANGES FOR DELIVERY LOCATION: NVFEL SHIPPING Amount changed from (b)(4) to (b)(4) Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving US Environmental Protection Agency National Vehicle and Fuel Emissions 2565 Flymouth Road Ann Arbor MI 48105 USA Payment: RTP Finance Center US Environmental Protection Agency RTP-Finance Center (D143-02) 109 TW Alexander Drive Durham NC 27711 FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016				OPTIONAL FORM 336 (4-86)

AMENDMENT OF SOLICITATION/MODIFICA	ATION OF CONTRACT		1. CONTRACT ID CODE	PAGE	OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REG	UISITION/PURCHASE REQ. NO.	15. PROJECT	NO. (If applicable)
0024	See Block 16C	PR-C	POD-14-00217	Approx. 2-10/04/06/06/09/07/17/09/096	,
6. ISSUED BY CODE	CPOD	7. ADI	MINISTERED BY (If other than Item 6)	CODE	
CPOD US Environmental Protection D Cincinnati Procurement Opera Division 26 West Martin Luther King D	Agency tions				
Cincinnati OH 45268					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, PARITAS POWER SERVICES INC 19259 PINE HILL CT. PO BOX 33 SALINE MI 481769476	county, State and ZIP Code)	9B. X 10/	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NO. 1 - 0 5 2 B. DATED (SEE ITEM 13)	Ю.	
CODE 074228065	FACILITY CODE	7 Io	9/29/2011		
My in approximate T T T T	11. THIS ITEM ONLY APPLIES TO		9 98		
	FFERS PRIOR TO THE HOUR AND already submitted, such change may prior to the opening hour and date spetired) DIFICATION OF CONTRACTS/ORDE	DATE SPE be made t ecified.	ECIFIED MAY RESULT IN REJECTION OF YO	OUR OFFER. or letter makes i	f by eference EM 14.
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMENT D. OTHER (Specify type of modification a	IS ENTERED INTO PURSUANT TO		MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b). TY OF:	in paying office	9,
X FAR 1.602-2 (b). By m	mutual agreement of	both	parties		
E. IMPORTANT: Contractor X is not,	is required to sign this document a		6	g office.	
14. DESCRIPTION OF AMENDMENT/MODIFICATION (COUNS Number: 074228065) Managed Operations, Maintenary and Fuel Emissions Laboratory Max Expire Date: 09/30/2016 LIST OF CHANGES: Reason for Modification: Other The purpose of this modificat 1. To Shift \$2800 in funding 2001 Continued Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	nce, and Auxiliary street Administrative street ion 24 is as follow from Option Period	Suppo Action ws: III	rt Services for the Nat	ional Veriod II	CLIN ect.
		Mic	hael D. Kreacic		
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	10		ELECTRONIC SIGNATURE	16C. DATE SIGNED 09/29/2014

CONTINUATION CUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEE	EP-C-11-052/0024	2	7

TEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	2. All other terms and conditions remain				
	unchanged.				
	CHANGES FOR LINE ITEM NUMBER: 2001				
	Obligated Amount for this modification: (b)(4)				
	Incremental Fun <u>ded Amount cha</u> nged from				
	(b)(4) to (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	13-14-C-56EB-101A61 <u>X55-2582-1356</u> EE3049-001 Amount changed from (b)(4) to (b)(4)				
	Percent changed from 15.09097 to 16.04452				
	CHANGES FOR LINE ITEM NUMBER: 3001				
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	13-14-C-56EB-101A61X55-2582-1356EE3049-001				
	Amount changed from $(b)(4)$ to $(b)(4)$				
	Percent changed from 4.01175 to 3.65993				
	Delivery Location Code: NVFEL SHIPPING NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	EOD. Dootingties				
	FOB: Destination Period of Performance: 10/01/2011 to 09/30/2016				
	10, 01, 2011 00 03, 00, 2010				

A. PURPOSE OF MODIFICATION

The purpose of this modification 23 is as follows:

- 1. To equitably adjust CLIN 2001 (Option Period 2) in response to a calculation error found in the Taritas Power Systems' Request for Equitable Adjustment by increasing the CLIN 2001 Price by (b)(4) from (b)(4) to
- 2. All other terms and conditions remain unchanged.

B. Clauses

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

(a) Option Period II Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$976,896.00 of the total price is presently available for payment and allotted to Option Period II this contract

Option Period III Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$538,100.50 of the total price is presently available for payment and allotted to Option Period III this contract.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".
- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph
- (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs
- (b) through (d) of this clause will apply in like manner to the additional

allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: OPTION PERIOD II

Total Firm Fixed Price for Option Period II:	\$954 , 280.00
Increase per Modification 16	+\$51,744.00
Decrease per Mod 22	-\$31 , 928.00
Increase per Mod 23	\$2,800.00
Total Firm Fixed Price for Option Period II:	\$976,896.00

Recapitulation of Funding

Incremental	Funding	per	Modification	14:	\$238,254.00
Incremental	Funding	per	Modification	15:	\$238,254.00
Incremental	Funding	per	Modification	17:	\$ 31,443.81
Incremental	Funding	per	Modification	18:	\$289,998.00
Incremental	Funding	per	Modification	19:	\$208,074.19
Incremental	Funding	per	Modification	21:	\$ 31,928.00
Incremental	Funding	per	Modification	24:	\$2800.00

Total Funded to Date for Option Period II: \$976,896.00

Amount to be funded by Program Office: \$0.00

Contract: EP-11C-052 Modification 23

RECAPITULATION: OPTION PERIOD III

Total Firm Fixed Price for Option Period III: \$955,720.00 Increase per Modification 16 +\$62,225.00 Increase per Mod 20 +\$2,620.80 Total Firm Fixed Price for Option Period III: \$1,020,565.80 Recap of Funding

Incremental Funding per Modification 14: \$84,972.50
Incremental Funding per Modification 15: \$31,928.00
Incremental Funding per Modification 17: \$424,000.00
Decrease per Modification 24: \$-2800.00

Total Funded to Date for Option Period III: \$538,100.50

Amount to be funded by Program Office: \$482,465.30

(End of Clause)

EP-C-11-052

Option Period II Recapitulation of Funds

10/01/2013 - 09/30/2014

Funding Action	CLIN 2001 Type: FFP	CLIN 2002 Type: NTE	CLIN 2003 Type: NTE	CLIN 2004 Type: NTE	All CLIN TOTAL
Mod 14	(b)(4)			\$15,000.00	\$238,254.00
Mod 15				\$15,000.00	\$238,254.00
Mod 16				\$0.00	\$0.00
Mod 17				\$0.00	\$31,443.81
Mod 18				\$15,000.00	\$289,998.00
Mod 19				\$15,000.00	\$208,074.19
Mod 21				\$0.00	-\$31,928.00
Mod 24]				\$2,800.00
	1				-
Total Funded	\$(b)(4)	\$149,176.00	\$13,100.00	\$60,000.00	\$976,896.00
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$954,280.00
Increase per Mod 16		\$9,176.00	\$0.00	\$0.00	\$51,744.00
Decrease per Mod 22		\$0.00	\$0.00	\$0.00	(\$31,928.00)
Increase per Mod 23		\$0.00	\$0.00	\$0.00	\$2,800.00
New Contract Total		\$149,176.00	\$13,100.00	\$60,000.00	\$976,896.00
Balance Unfunded	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EP-C-11-052 Option Period III Recapitulation of Funds

10/01/2014 - 09/30/2015

	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 20	(b)(4)			\$5,087.00	\$84,972.50
Mod 21				\$0.00	\$31,928.00
Mod 22				\$24,913.00	\$424,000.00
Mod 24				\$0.00	(\$2,800.00)

Total Funded	(b)(4)	(b)(4)			\$538,100.50
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$955,720.00
Increase per Mod 16		\$11,604.00	\$0.00	\$0.00	\$62,225.00
Increase per Mod 20					\$2,620.80
New Contract Total		\$151,604.00	\$13,100.00	\$60,000.00	\$1,020,565.80
Balance Unfunded	\$370,113.30	\$75,802.00	\$6,550.00	\$30,000.00	\$482,465.30

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF C	ONTRACT		CONTRACT ID CODE	PAG	GE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	4. REQ	JISITION/PURCHASE REQ. NO.	5. PROJE	CT NO.	(If applicable)
0025	See Bloo	ck 16C	PR-0.	AR-15-00271			
6. ISSUED BY CODE	CPOD		7. ADM	INISTERED BY (If other than Item 6)	CODE		
CPOD US Environmental Protection Cincinnati Procurement Opera Division 26 West Martin Luther King D	tions						
Cincinnati OH 45268							
8. NAME AND ADDRESS OF CONTRACTOR (No., street FARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 BALINE MI 481769476	, county, State and		9B.	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER N - C - 11 - 052	O.		
			10B	DATED (SEE ITEM 13)			
CODE 074228065	FACILITY COD	DE .	0 9	9/29/2011			
	11. THIS ITE	M ONLY APPLIES TO AN	/IENDM	ENTS OF SOLICITATIONS			
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF of virtue of this amendment you desire to change an offer to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (If req.	OFFERS PRIOR r already submitt I prior to the ope	TO THE HOUR AND DAted, such change may be ning hour and date specific	TE SPE made b ied.	CIFIED MAY RESULT IN REJECTION OF YO	OUR OFFER	R. If by es refere	
See Schedule							
	CT/ORDER IS M I IN ITEM 14, PU	ODIFIED TO REFLECT T PRSUANT TO THE AUTH	HE ADI ORITY	ES SET FORTH IN ITEM 14 ARE MADE IN TO MINISTRATIVE CHANGES (such as changes OF FAR 43.103(b).			
D. OTHER (Specify type of modification	and authority)						
X FAR 1.602-2 (b). By	mutual a	greement of b	ooth	parties			
E. IMPORTANT: Contractor is not,	x is required t	o sign this document and	return	1 copies to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065	(Organized by U	CF section headings, incl	uding s	olicitation/contract subject matter where feasib	ole.)		
Managed Operations, Maintena		Auxiliary Su	ppor	t Services for the Nat	ional	Vehi	.cle
and Fuel Emissions Laborator	У						
Max Expire Date: 09/30/2016							
LIST OF CHANGES:	LE SON	2126 21					
Reason for Modification : Ot	ner Admi	nistrative Ac	tior				
A. PURPOSE OF MODIFICATION	Lie- OF	in on C-11					
The purpose of this modifica L. To increase the Option Pe (b)(4)				exceed price by (b)(4)	from	(b)(4)	to
Provide incremental fundi	ng in the	e amount of \$	35,0	00 to Option Period II	I CLIN	1 300)4.
Except as provided herein, all terms and conditions of th	e document refe	renced in Item 9A or 10A,	as here	tofore changed, remains unchanged and in fu	ıll force and	l effect.	
15A. NAME AND TITLE OF SIGNER (Type or print)	Annual Control (1970)	20 au 20	16A. N	AME AND TITLE OF CONTRACTING OFFICE	CER (Type o	or print)	
			Mic	nael D. Kreacic			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. U	NITED STATES OF AMERICA		160	C. DATE SIGNED
(Signature of person authorized to sign)			-	(Signature of Contracting Officer)			

CONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED			
CONTINUATION SHEET	EP-C-11-052/0025	2	5	

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
(21)	3. To change the Project Officer to John Came and	(0)	()	(1)	(17
	the Alternate Project Officer to Steven Dorer.				
	4. To change the Administrative Contracting				
	Officer to Michael Kreacic				
	5. All other terms and conditions remain				
	unchanged.				
	CHANGES FOR LINE ITEM NUMBER: 3004				
	Total Amount changed				
	from (b)(4) to $(b)(4)$	1			
	Obligated Amount for this modification: (b)(4)	1			
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)	1			
	CHANGES FOR DELIVERY LOCATION: NVFEL SHIPPING				
	Amount changed from $(b)(4)$ to $(b)(4)$				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56D3-101A61-2525-1456L4E102-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15				
	Fund (Appropriation) C				
	Budget Organization 56D3				
	Program (PRC) 101A61				
	Budget (BOC) 2525 Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1456L4E102-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 53.84615				
	Subject To Funding: N				
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
	10110d 01 101101manee. 10/01/2011 to 05/50/2010				
		I	ıl		

Contract: EP-11C-052 Modification 25

A. PURPOSE OF MODIFICATION

The purpose of this modification 25 is as follows:	4)
1. To increase the Option Period III CLIN 3004 not to exceed price by	4)
$\pm rom (D)(4) + to (D)(4) =$	
2. Provide incremental funding in the amount of $(b)(4)$ to Option Period	III
CLIN 3004.	

- 3. To change the Project Officer to John Came and the Alternate Project Officer to Steven Dorer.
- 4. To change the Administrative Contracting Officer to Michael Kreacic 5. All other terms and conditions remain unchanged.2. All other terms and conditions remain unchanged.

B. Clauses

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Option Period III Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$573,100.50 of the total price is presently available for payment and allotted to Option Period III this contract
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".
- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph
- (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs
- (b) through (d) of this clause will apply in like manner to the additional

allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.

- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the following schedule:

RECAPITULATION: OPTION PERIOD III

Total Firm Fixed Price for Option Period III: Increase per Modification 16 Increase per Mod 20 Increase per Mod 25 Total Firm Fixed Price for Option Period III:	\$955,720.00 +\$62,225.00 +\$2,620.80 \$5,000.00 \$1,025,565.80
Recap of Funding	
Incremental Funding per Modification 14:	\$84,972.50
Incremental Funding per Modification 15:	\$31,928.00
Incremental Funding per Modification 17:	\$424,000.00
Decrease per Modification 24:	\$-2800.00
Incremental Funding per Modification 25:	\$35,000.00
Total Funded to Date for Option Period III:	\$573,100.50
Amount to be funded by Program Office:	\$452,465.30

(End of Clause)

EP-C-11-052 Option Period III Recapitulation of Funds

10/01/2014 - 09/30/2015

	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	All CLIN TOTAL
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	
Mod 20	(b)(4)			\$5,087.00	\$84,972.50
Mod 21				\$0.00	\$31,928.00
Mod 22				\$24,913.00	\$424,000.00
Mod 24				\$0.00	(\$2,800.00)
Mod 25				\$35,000.00	

Total Funded	\$ (b)(4)	(b)(4)		\$573,100.50	
Total Per Contract		\$140,000.00	\$13,100.00	\$60,000.00	\$955,720.00
Increase per Mod 16		\$11,604.00	\$0.00	\$0.00	\$62,225.00
Increase per Mod 20					\$2,620.80
Increase per Mod 25				\$5,000.00	\$5,000.00
New Contract Total		\$151,604.00	\$13,100.00	\$65,000.00	\$1,025,565.80
Balance Unfunded	\$370,113.30	\$75,802.00	\$6,550.00	\$0.00	\$452,465.30

Page 5

AMENDMENT OF SOLICITATION/MODIFIC	CATION OF CONTRACT		1. CONTRACT ID CODE		AGE OF	PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJI	ECT NO.	(If applicable)
0026	See Block 16C	see	Schedule			# · · · · · · · · · · · · · · · · · · ·
6. ISSUED BY CODE	CPOD	7. ADN	MINISTERED BY (If other than Item 6)	CODE		
CPOD US Environmental Protection Cincinnati Procurement Opera Division 26 West Martin Luther King I	ations					
Cincinnati OH 45268		lo.	AMENDMENT OF COLUMN TATION NO			
8. NAME AND ADDRESS OF CONTRACTOR (No., street) PARITAS POWER SERVICES INC PO BOX 33 PALINE MI 481769476	t, county, State and ZIP Code)	9B. × 10A	DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDEF C-11-052 B. DATED (SEE ITEM 13)	R NO.		
CODE 074228065	FACILITY CODE		9/29/2011			
074228065	11. THIS ITEM ONLY APPLIES		9			
Items 8 and 15, and returning conseparate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an office to the solicitation and this amendment, and is received.	e to the solicitation and amendment OFFERS PRIOR TO THE HOUR A er already submitted, such change i	t numbers. FAI AND DATE SPE may be made b	CIFIED MAY RESULT IN REJECTION OF	TO BE RECE YOUR OFFE	IVED AT	
12. ACCOUNTING AND APPROPRIATION DATA (If re	quired)	Net Inc	rease:	\$452,46	55.30	
See Schedule			DDIFIES THE CONTRACT/ORDER NO. AS			
	CT/ORDER IS MODIFIED TO REF H IN ITEM 14, PURSUANT TO THE	FLECT THE AD E AUTHORITY	SES SET FORTH IN ITEM 14 ARE MADE IN MINISTRATIVE CHANGES (such as chang OF FAR 43.103(b).			
D. OTHER (Specify type of modification	and authority)					
X Clause B.l Limitatio		ent's Ob	ligation			
IMPORTANT: Contractor X is not,	SCHOOL REPLACE OF REST AND	il.	copies to the issu	uing office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065						
Managed Operations, Maintena and Fuel Emissions Laborator Max Expire Date: 09/30/2016 MIST OF CHANGES: Meason for Modification : Fu	У		rt Services for the Na	ational	Veh	cle.
The purpose of this modificant. Provide incremental funding. Provide incremental funding. Provide incremental funding continued Except as provided herein, all terms and conditions of the state of	ng in the amount ng in the amount ng in the amount	of (b)(4) of (b)(4) of (b)(4)	to Option Perion to Option Perion to Option Period etofore changed, remains unchanged and in	od III III CL n full force an	CLIN IN 3	3002. 003.
15B. CONTRACTOR/OFFEROR	15C. DATE SIGN		hael D. Kreacic		160	. DATE SIGNED
(Signature of person authorized to sign)		<u> </u>	(Signature of Contracting Officer)	ELECTRON SIGNATU:		5/05/2015

CONTINUATION CUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	EP-C-11-052/0026	2	4

	POWER SERVICES INC				
ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT	UNIT PRICE (E)	AMOUNT (F)
(A)		(0)	(1)	(=)	(1)
	4. All other terms and conditions remain				
	unchanged.				
	New Total Amount for this Version: (b)(4)				
	New Total Amount for this Award: (b)(4)				
	Obligated Amount for this Modification:				
	(b)(4)				
	Incremental Funded Amount changed: from (b)(4) to (b)(4)				
	(b)(4) to (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 3001				
	Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	NEW ACCOUNTING CODE ADDED: Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5022-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization DCN-LineID 1556EE5022-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02) 109 TW Alexander Drive				
	Durham NC 27711				
	Bullan No 27711				
	CHANGES FOR LINE ITEM NUMBER: 3002	ł			
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)	1			
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5022-001				
	Beginning FiscalYear 15				
	Continued				
NCN 7540 04 45	I				OPTIONAL FORM 22C (4.0C)

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 EP-C-11-052/0026
 3
 4

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5022-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	109 TW Alexander Drive				
	Durham NC 27711				
	Ballan No 27711				
	CHANGES FOR LINE ITEM NUMBER: 3003 Obligated Amount for this modification: (b)(4)				
	Obligated Amount for this modification: (h)(A)	⊢			
	Incremental Funded Amount changed from (b)(4)	J 			
	to (b)(4)				
	Incrementally Funded through date of 09/30/2015				
	is added				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5022-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5022-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	1407 (1400) AND (1400) AND (1400) AND (1400)				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	109 TW Alexander Drive				
	Durham NC 27711				
	Continued				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 EP-C-11-052/0026
 4
 4

NAME OF OFFEROR OR CONTRACTOR

M NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
A)	(B)		(D)	(E)	(F)
		+			
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
			Ιİ		

AMENDME	NT OF SOLICITATION/MODIFIC	ATION OF CO	NTRACT		CONTRACT ID CODE	F	PAGE OF PAGES 1
2. AMENDMEI	NT/MODIFICATION NO.	3. EFFECTIVE D)ATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PRO	JECT NO. (If applicable)
0027		See Bloc	k 16C	See	Schedule		
6. ISSUED BY	CODE	CPOD		7. ADN	MINISTERED BY (If other than Item 6)	CODE	
Cincinn Division 26 West	ronmental Protection ati Procurement Opera n Martin Luther King D ati OH 45268	tions					
	ADDRESS OF CONTRACTOR (No., street	, county, State and Z	IP Code)	(v) 9A.	AMENDMENT OF SOLICITATION NO.		
TARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476				× 104 × EF	DATED (SEE ITEM 11) . MODIFICATION OF CONTRACT/ORDER NOT CONTRACT/ORD	Ο.	
CODE 07	4228065	FACILITY CODE		0	9/29/2011		
257 14	2013C-GCCG st. 61 At ett	11. THIS ITEM	ONLY APPLIES TO A	MENDM	ENTS OF SOLICITATIONS		
Items 8 and separate let THE PLACE virtue of this to the solicit	15, and returning copter or telegram which includes a reference E DESIGNATED FOR THE RECEIPT OF C	oies of the amendi to the solicitation OFFERS PRIOR T r already submitte d prior to the openi	ment; (b) By acknowledge and amendment number O THE HOUR AND DA d, such change may be ng hour and date specif	ging rec ers. FAI TE SPE made b fied.	on or as amended, by one of the following metreipt of this amendment on each copy of the off- LURE OF YOUR ACKNOWLEDGEMENT TO I CCIFIED MAY RESULT IN REJECTION OF YO by telegram or letter, provided each telegram or	er submi BE REC OUR OFF	tted; or (c) By EIVED AT FER. If by
See Sch		u 0 u/	Net	inc	rease: \$1	.01,2	24.00
	13. THIS ITEM ONLY APPLIES TO M	ODIFICATION OF	CONTRACTS/ORDERS	S. IT MC	DDIFIES THE CONTRACT/ORDER NO. AS DES	SCRIBE	O IN ITEM 14.
CHECK ONE					ES SET FORTH IN ITEM 14 ARE MADE IN TH		
	appropriation date, etc.) SET FORTH				MINISTRATIVE CHANGES (such as changes of FAR 43.103(b). TY OF:	in paying	, unice,
	D. OTHER (Specify type of modification	and authority)					_
Х	By mutual agreement	of both p	arties.				
E. IMPORTAN	T: Contractor ☐ is not,	x is required to	sign this document and	return	1 copies to the issuing	office.	
DUNS Nur	mber: 074228065	•			olicitation/contract subject matter where feasib		
and Fuel Max Expi	Operations, Maintena Laborator Laborator Laborator Laborator CHANGES: Laborator L	У	-		rt Services for the Nat: work within scope	iona]	l Vehicle
Total An from (b)(4 Obligate Continue	ed Amount for this moded	dificatio	the second control of	, as her	etofore changed, remains unchanged and in fu	II force a	nd effect.
15A. NAME AI	ND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFICE hael D. Kreacic	CER (Typ	e or print)
15B. CONTRA	ACTOR/OFFEROR	1	5C. DATE SIGNED	16B. U	JNITED STATES OF AMERICA		16C. DATE SIGNED
-	(Signature of person authorized to sign)				(Signature of Contracting Officer)		

CONTINUATION CUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF.
CONTINUATION SHEET	EP-C-11-052/0027	2	4

EM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5038-002				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization DCN-LineID 1556EE5038-002				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	109 TW Alexander Drive				
	Durham NC 27711				
	CHANGES FOR LINE ITEM NUMBER: 3002				
	Total Amount changed				
	from (b)(4) $foo (b)(4)$	¬I			
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5038-002				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5038-002				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	Continued				
	1				

CONTINUATION CUEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	EP-C-11-052/0027	3	4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)		(D)	(E)	(F)
	CHANGES FOR LINE ITEM NUMBER: 3004				
	Total_Amount_changed				
	from (b)(4) to (b)(4)				
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)				
	,				
	CHANGES FOR DELIVERY LOCATION: NVFEL SHIPPING				
	Amount changed from (b)(4) to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5022-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582 Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5022-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	NEW ACCOUNTING CODE ADDED:				
	NEW ACCOUNTING CODE ADDED: Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5038-002				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization DCN-LineID 1556EE5038-002				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 4001				
	Total Amount changed				
	Continued				
		l			

CONTINUATION CHEET		PAGE	OF
CONTINUATION SHEET	EP-C-11-052/0027	4	4

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	from(b)(4) to $(b)(4)$				
	CHANGES FOR LINE ITEM NUMBER: 4002				
	Total Amount changed from (b)(4) to (b)(4)				
	CHANGES FOR LINE ITEM NUMBER: 4004				
	Total Amount changed				
	from (b)(4) to $(b)(4)$				
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions 2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CO	ONTRACT		CONTRACT ID CODE	PAGI	E OF PAGES
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE (DATE 4	1. REQ	JISITION/PURCHASE REQ. NO.	5. PROJEC	T NO. (If applicable)
0028	See Bloc	k 16C	PR-0.	AR-15-01480		
6. ISSUED BY CODE	CPOD		7. ADN	INISTERED BY (If other than Item 6)	CODE	
CPOD US Environmental Protection Cincinnati Procurement Opera Division 26 West Martin Luther King D	ıtions					
Cincinnati OH 45268						
8. NAME AND ADDRESS OF CONTRACTOR (No., street PARITAS POWER SERVICES INC 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476	t, county, State and 2	ZIP Code) (;	9B.	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER NOC-11-052 DATED (SEE ITEM 13)	0.	
CODE 074228065	FACILITY CODI	E	0:	9/29/2011		
	11. THIS ITEM	M ONLY APPLIES TO AM		ENTS OF SOLICITATIONS		
separate letter or telegram which includes a reference THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an offe to the solicitation and this amendment, and is received 12. ACCOUNTING AND APPROPRIATION DATA (If rec	to the solicitation OFFERS PRIOR and already submitted prior to the open	and amendment number TO THE HOUR AND DAT Ed, such change may be r ing hour and date specific	rs. FAI TE SPE made b ed.	CIFIED MAY RESULT IN REJECTION OF YO	BE RECEIVE OUR OFFER.	ED AT If by s reference
See Schedule						
	CT/ORDER IS MO H IN ITEM 14, PUI	DDIFIED TO REFLECT TI RSUANT TO THE AUTHO	HE ADI ORITY	ES SET FORTH IN ITEM 14 ARE MADE IN TI MINISTRATIVE CHANGES (such as changes of DF FAR 43.103(b).		
X By mutual agreement		narties				
	100 W 107 W	0 10 5 1		1 copies to the issuince		
E.IMPORTANT: Contractor ☐ is not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065 Managed Operations, Maintena and Fuel Emissions Laborator Max Expire Date: 09/30/2016	(Organized by UC		uding s	olicitation/contract subject matter where feasib	ple.)	
LIST OF CHANGES: Reason for Modification : Ex The purpose of this modifica 1. Exercise Option Period 4. 2. Provide incremental fundi Continued	tion 28 i	s as follows		333.00 to Option Period	d 4	
Except as provided herein, all terms and conditions of th	e document refer	enced in Item 9A or 10A,	as here	tofore changed, remains unchanged and in fu	II force and e	effect.
15A. NAME AND TITLE OF SIGNER (Type or print)		Section Sectio	16A. N	AME AND TITLE OF CONTRACTING OFFIC		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. U	NITED STATES OF AMERICA	ECTRONIC	
(Signature of person authorized to sign)			//	(Signature of Contracting Officer)	BIGNATURE	09/25/2015

CONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE ()F
CONTINUATION SHEET	EP-C-11-052/0028	2	8

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	3. To incorporate the Service Contract Act Wage	+	\vdash		
	Determination No.: 2005-2269 Revision No.: 17,				
	Date of Revision: 07/08/2015 into the contract.				
	4. To incorporate the Davis-Bacon Act Wage				
	Decision No.: MI20150100 Modification No.: 9,				
	*				
	Date of Revision: 09/18/2015 into the contract				
	5. To equitably adjust CLIN 4001 (Option Period				
	4) increasing the firm fixed price by (b)(4)				
	from $(b)(4)$ to $(b)(4)$ as a result of				
	the incorporation of the Service Contract Act				
	Wage Determination No.: 2005-2269 Revision No.:				
	17, Date of Revision: 07/08/2015.				
	6. All other terms and conditions remain				
	unchanged.				
	Total Amount for this Modification: \$3,640.00				
	Obligated Amount for this Modification:				
	\$621,333.00				
	CHANGES FOR LINE ITEM NUMBER: 4001				
	Total Amount changed				
	from(b)(4) to $(b)(4)$				
	Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from \$0.00 to				
	(b)(4)				
	Incrementally Funded through date of 03/31/2016				
	is added				
	Exercised option				
	NEW ACCOUNTING CODE ADDED				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-102A61-2582-1556EE5042-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 102A61				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5042-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (D143-02)				
	Continued				
	Concinued				
	I		<u> </u>		

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0028 PAGE STATE OF THE PROPERTY OF TH

NAME OF OFFEROR OR CONTRACTOR

NO.	SUPPLIES/SERVICES	QUANTITY	erose and	UNIT PRICE	AMOUNT
.)	(B)	(C)	(D)	(E)	(F)
	109 TW Alexander Drive				
	Durham NC 27711				
	CHANGES FOR LINE ITEM NUMBER: 4002	1			
	Obligated Amount for this modification: (b)(4)	_			
	Incremental Funded Amount changed from \$0.00 to				
	(b)(4)				
	Incrementally Funded through date of 03/31/2016				
	is added				
	Exercised option				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-102A61-2582-1556EE5042-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 102A61				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5042-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 4003	1			
	Obligated Amount for this modification: (b)(4)	ᅫ			
	<u>Incremental F</u> unded Amount changed from \$0.00 to				
	(b)(4)				
	Incrementally Funded through date of 03/31/2016				
	is added				
	Exercised option				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-102A61-2582-1556EE5042-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 102A61				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5042-001				
	Continued				

CONTINUATION CHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
CONTINUATION SHEET	EP-C-11-052/0028	4	8

NAME OF OFFEROR OR CONTRACTOR

EM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Quantity: 0	1	\vdash		
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding: N				
	busjeet 10 randing. N				
	CHANGES FOR LINE ITEM NUMBER: 4004				
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from \$0.00 to				
	(b)(4)				
	Incrementally Funded through date of 03/31/2016				
	is added				
	Exercised option				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-102A61-2582-1556EE5042-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 102A61				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1556EE5042-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	Subject To Funding:				
	Supplies and the second				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
		1	1		

A. PURPOSE OF MODIFICATION

The purpose of this modification 28 is as follows:

- 1. Exercise Option Period 4.
- 2. Provide incremental funding in the amount of \$621,333.00 to Option Period 4
- 3. To incorporate the Service Contract Act Wage Determination No.: 2005-2269 Revision No.: 17, Date of Revision: 07/08/2015 into the contract.
- 4. To incorporate the Davis-Bacon Act Wage Decision No.: MI20150100 Modification No.: 9, Date of Revision: 09/18/2015 into the contract
- 5. To equitably adjust CLIN 4001 (Option Period 4) increasing the firm fixed price by (b)(4) from (b)(4) to (b)(4) as a result of the incorporation of the Service Contract Act Wage Determination No.: 2005-2269 Revision No.: 17, Date of Revision: 07/08/2015.
- 6. All other terms and conditions remain unchanged.

B. CLAUSES

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Option Period III Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$621,333.00 of the total price is presently available for payment and allotted to Option Period IV this contract
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the attached Option Period IV Recapitulation of Funds Spreadsheet:

(End of Clause)

B-2 LOCAL CLAUSES LC-32-10 CONSIDERATION AND PAYMENT

(a) The following contract line items are established for this contract:

CONTRACT LINE ITEM (CLIN)	DESCRIPTION	MONTHLY PRICE	TOTAL PRICE
CLIN 4001 – Option IV	Provide all labor, equipment, space (unless otherwise noted), materials, supplies and other direct costs to perform all work required by the Performance Work Statement under Attachment 1, except CLINs 2, 3, and 4.	(b)(4)	(b)(4)
CLIN 4002 – Option IV	Supplies and Materials for build and equipment maintenance as required by Attachment 1, Section 3.0	Actual Incurred Costs	\$166,604 Not to Exceed
CLIN 4003 – Option IV	Overtime as required by Attachment 1, Section 4.0	Actual Incurred Costs	\$13,100 Not to Exceed
CLIN 4004 – Option IV	Alterations, Modifications, and Construction as required by Attachment 1, Section 3.3.1.1	Actual Incurred Costs	\$150,000 Not to Exceed

F-3 LOCAL CLAUSES 52.212-140 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from October 1, 2011 through September 30, 2016 inclusive of all required reports.

EP-C-11-052 Option Period IV Recapitulation of Funds

10/01/2015 - 09/30/2016

	CLIN 3001	CLIN 3002	CLIN 3003	CLIN 3004	
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	ALL CLIN TOTAL
Mod 28	(b)(4)			\$75,009.00	\$621,333.00
Total Fundad				Φ75 000 00	#604 000 00
Total Funded	1	I		\$75,009.00	\$621,333.00
Total Per Contract	(b)(4)	\$140,000.00	\$13,100.00	\$60,000.00	\$964,156.00
Increase per Mod 16		\$11,604.00	\$0.00	\$0.00	\$63,890.00
Increase per Mod 27	Ç	\$15,000.00	\$0.00	\$90,000.00	\$214,620.00
Increase per Mod 28					\$3,640.00
New Contract Total	•	\$166,604.00	\$13,100.00	\$150,000.00	\$1,246,306.00
Balance Unfunded	\$460,122.00	\$83,306.00	\$6,554.00	\$74,991.00	\$624,973.00

General Decision Number: MI150100 09/18/2015 MI100

Superseded General Decision Number: MI20140100

State: Michigan

Construction Type: Building

County: Washtenaw County in Michigan.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Number	Publication	Date
	01/02/2015	
	02/06/2015	
	04/03/2015	
	06/26/2015	
	07/03/2015	
	07/10/2015	
	07/24/2015	
	08/14/2015	
	09/04/2015	
	09/18/2015	
	Number	01/02/2015 02/06/2015 04/03/2015 06/26/2015 07/03/2015 07/10/2015 07/24/2015 08/14/2015 09/04/2015

ASBE0025-003 06/01/2015

Townships of Ann Arbor, Augusta, Lodi, Northfield, Pittsfield, Salem, Saline, Scio, Superior, Webster, Ypsilanti & York

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR	\$ 31.51	30.24

ASBE0047-001 07/01/2015

Townships of Bridgewater, Dexter, Freedom, Lims, Lyndon, Manchester, Sharon & Sylvan

I	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST		
INSULATOR\$	29.22	16.13

BOIL0169-001 01/01/2014	
Rates	Fringes
BOILERMAKER\$ 32.78	28.39
BRMI0009-010 08/01/2013	
Rates	Fringes
BRICKLAYER	18.59 16.81 16.81
CARP0687-001 06/01/2015	
Rates	Fringes
CARPENTER, Includes Drywall Hanging, Form Work, and Metal Stud Installation\$ 30.41	26.90
CARP1045-001 06/01/2015	
Rates	Fringes
CARPENTER (Floor Layer - Carpet, Resilient, & Vinyl Flooring)\$ 27.50	22.84
CARP1102-002 06/01/2013	
Rates	Fringes
MILLWRIGHT\$ 31.11	28.64
ELEC0252-010 06/03/2013	
Rates	Fringes
ELECTRICIAN\$ 39.03	20.88
ENGI0324-017 06/01/2014	
Rates	Fringes
OPERATOR: Power Equipment GROUP 1	21.90 21.90 21.90 21.90 21.90 21.90 21.90 21.90 21.90
Tower cranes: to be paid the crane operator	rate determined

by the combined length of the mast and the boom. If the worker must climb 50 ft. or more to the work station, \$.25 per hour additional.

Derrick and cranes where the operator must climb 50 ft. or more to the work station, \$.25 per hour additional to the applicable crane operator rate.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS

GROUP 1: Crane with boom and jib or leads 400' or longer

GROUP 2: Crane with boom and jib or leads 300' or longer

GROUP 3: Crane with boom and jib or leads 220' or longer

GROUP 4: Crane with boom and jib or leads 140' or longer

GROUP 5: Crane with boom and jib or leads 120' or longer

GROUP 6: Regular crane operator, and concrete pump with boom operator

GROUP 7: Backhoe/Excavator/Trackhoe, bobcat/skid Loader, broom/sweeper, bulldozer, grader/blade, highlift, hoist, loader, roller, scraper, tractor & trencher

GROUP 8: Forklift & extend-a-boom forklift

GROUP 9: Oiler

IRON0025-019 06/01/2014

F	Rates	Fringes
IRONWORKER		
REINFORCING\$	28.30	24.60
STRUCTURAL\$	33.78	26.97

LABO0334-005 06/01/2015

	Rates	Fringes
LABORER: Landsca	ape &	
Irrigation		
GROUP 1	\$ 19.76	9.15
GROUP 2	\$ 15.54	9.15

CLASSIFICATIONS

GROUP 1: Landscape specialist, including air, gas and diesel equipment operator, lawn sprinkler installer, skidsteer (or equivalent) $\frac{1}{2}$

GROUP 2: Landscape laborer: small power tool operator, material mover, truck driver and lawn sprinkler installer tender

LABO0499-005 08/01/2014

	Rates	Fringes				
LABORER Common or General; Grade Checker; Sandblaster	.\$ 28.32	13.85				
Mason Tender - Brick; Mason Tender - Cement/Concrete Pipelayer		13.85 13.85				
PAIN0022-003 07/01/2009						
	Rates	Fringes				
PAINTER: Brush and Roller PAINTER: Drywall	.\$ 25.06	14.75				
Finishing/Taping		15.90 14.75				
PAIN0357-002 06/01/2014						
	Rates	Fringes				
GLAZIER	.\$ 29.80	17.46				
PAID HOLIDAYS: New Year's Day, Decoration Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day; provided that the employee has worked the last full regular scheduled work day prior to the holiday, and the first full regular scheduled work day following the holiday, provided the employee is physically able to work.						
PLAS0514-006 09/01/2013						
	Rates	Fringes				
CEMENT MASON/CONCRETE FINISHER	.\$ 30.82	14.34				
* PLUM0190-004 06/01/2015						
	Rates	Fringes				
PIPEFITTER (Including HVAC Pipe Installation; Excluding HVAC System Installation)		21.94 21.94				
ROOF0070-001 06/01/2014						
	Rates	Fringes				
ROOFER	.\$ 31.37	14.48				
SFMI0704-001 08/01/2015						
	Rates	Fringes				

SPRINKLER FITTER (Fire Sprinklers)		22.66
SHEE0080-001 07/01/2015		
	Rates	Fringes
SHEET METAL WORKER, Includes HVAC Duct and Unit	. 05 04	0.6.5.6
Installation	.\$ 37.24 	26.56
TEAM0247-001 06/01/2015		
	Rates	Fringes
TRUCK DRIVER GROUP 1 Flatbed; Pickup; Dump &	6.25.60	0.601-
TandemGROUP 2		0.60+a
Semi	.\$ 25.84	0.60+a
Lowboy	.\$ 25.94	0.60+a
PAID HOLIDAYS: New Year's Day, Day, Labor Day, Thanksgiving Do of the above holidays fall on Monday shall be considered the performed, the rate shall be do	ay and Christmas a Sunday, the fo holiday and, if	Day. If any llowing
FOOTNOTE: a. \$404.45 per week, plus \$59.60	per day.	
SUMI2011-025 02/01/2011		
	Rates	Fringes
IRONWORKER, ORNAMENTAL	.\$ 18.48	7.93
TRUCK DRIVER: Tractor Haul Truck	.\$ 13.57	1.18
WELDERS - Receive rate prescribed operation to which welding is in-		orming
Unlisted classifications needed the scope of the classifications award only as provided in the lai (29CFR 5.5 (a) (1) (ii)).	listed may be a	dded after

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

WD 05-2269 (Rev.-17) was first posted on www.wdol.gov on 07/14/2015

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION By direction of the Secretary of Labor | WAGE AND HOUR DIVISION WASHINGTON D.C. 20210

| Wage Determination No.: 2005-2269

Daniel W. Simms Division of Director

Revision No.: 17 Date Of Revision: 07/08/2015 Wage Determinations

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

State: Michigan

Area: Michigan Counties of Lenawee, Washtenaw

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION CODE - TITLE FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.22
01012 - Accounting Clerk II	15.96
01013 - Accounting Clerk III	18.77
01020 - Administrative Assistant	26.95
01040 - Court Reporter	19.80
01051 - Data Entry Operator I	13.85
01052 - Data Entry Operator II	15.12
01060 - Dispatcher, Motor Vehicle	21.98
01070 - Document Preparation Clerk	15.38
01090 - Duplicating Machine Operator	15.38
01111 - General Clerk I	13.37
01112 - General Clerk II	14.60
01113 - General Clerk III	16.39
01120 - Housing Referral Assistant	22.04
01141 - Messenger Courier	11.47
01191 - Order Clerk I	14.16
01192 - Order Clerk II	15.83
01261 - Personnel Assistant (Employment) I	17.30
01262 - Personnel Assistant (Employment) II	19.35
01263 - Personnel Assistant (Employment) III	21.57
01270 - Production Control Clerk	21.45
01280 - Receptionist	13.67
01290 - Rental Clerk	15.38
01300 - Scheduler, Maintenance	17.30
01311 - Secretary I	17.30
01312 - Secretary II	19.35
01313 - Secretary III	22.04
01320 - Service Order Dispatcher	19.04
01410 - Supply Technician	25.70
01420 - Survey Worker	18.56
01531 - Travel Clerk I	13.02

01532	- Travel Clerk II	14.14
01533	- Travel Clerk III	15.31
01611	- Word Processor I	15.07
01612	- Word Processor II	16.92
	- Word Processor III	18.93
	Automotive Service Occupations	
	- Automobile Body Repairer, Fiberglass	25.09
05010	- Automotive Electrician	22.58
05040	- Automotive Glass Installer	21.84
	- Automotive Worker	21.84
05110	- Mobile Equipment Servicer	20.43
	- Motor Equipment Metal Mechanic	23.31
05160	- Motor Equipment Metal Worker	21.84
05190	- Motor Vehicle Mechanic	23.31
	- Motor Vehicle Mechanic Helper	19.71
05250	- Motor Vehicle Upholstery Worker	21.12
	- Motor Vehicle Wrecker	21.84
05310	- Painter, Automotive	22.58
05340	- Radiator Repair Specialist	21.84
05370	- Tire Repairer	18.30
05400	- Transmission Repair Specialist	23.31
07000 -	Food Preparation And Service Occupations	
07010	- Baker	15.07
07041	- Cook I	13.99
07042	- Cook II	15.07
07070	- Dishwasher	11.35
07130	- Food Service Worker	11.35
07210	- Meat Cutter	16.29
07260	- Waiter/Waitress	12.05
09000 -	Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	22.98
09040	- Furniture Handler	18.10
09080	- Furniture Refinisher	22.98
09090	- Furniture Refinisher Helper	20.13
09110	- Furniture Repairer, Minor	21.55
	- Upholsterer	22.98
11000 -	General Services And Support Occupations	
11030	- Cleaner, Vehicles	14.91
11060	- Elevator Operator	14.91
11090	- Gardener	17.80
11122	- Housekeeping Aide	13.40
11150	- Janitor	13.41
11210	- Laborer, Grounds Maintenance	14.78
11240	- Maid or Houseman	12.07
11260	- Pruner	13.63
11270	- Tractor Operator	15.88
11330	- Trail Maintenance Worker	14.78
11360	- Window Cleaner	14.24
12000 -	Health Occupations	
12010	- Ambulance Driver	17.90
12011	- Breath Alcohol Technician	19.72
12012	- Certified Occupational Therapist Assistant	22.17
	- Certified Physical Therapist Assistant	22.17
	- Dental Assistant	17.78
	- Dental Hygienist	35.19
	- EKG Technician	26.77
	- Electroneurodiagnostic Technologist	26.77
	- Emergency Medical Technician	17.90
	- Licensed Practical Nurse I	17.61
	- Licensed Practical Nurse II	19.72
	- Licensed Practical Nurse III	21.34
	- Medical Assistant	14.38

12130 - Medical Laboratory Technician		22.29
12160 - Medical Record Clerk		16.13
12190 - Medical Record Technician		19.47
12195 - Medical Transcriptionist		18.11
12210 - Nuclear Medicine Technologist		33.73
12221 - Nursing Assistant I		11.25
12222 - Nursing Assistant II		12.27
12223 - Nursing Assistant III		13.40
12224 - Nursing Assistant IV		15.04
12235 - Optical Dispenser		19.36
12236 - Optical Technician		17.61 17.43
12250 - Pharmacy Technician 12280 - Phlebotomist		15.04
12305 - Radiologic Technologist		26.11
12311 - Registered Nurse I		29.83
12312 - Registered Nurse II		32.20
12313 - Registered Nurse II, Specialist		32.20
12314 - Registered Nurse III		44.14
12315 - Registered Nurse III, Anesthetist		44.14
12316 - Registered Nurse IV		52.92
12317 - Scheduler (Drug and Alcohol Testing)		24.04
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		21.47
13012 - Exhibits Specialist II		26.61
13013 - Exhibits Specialist III		32.54
13041 - Illustrator I		21.64
13042 - Illustrator II 13043 - Illustrator III		28.26 33.45
13047 - Librarian		30.28
13050 - Library Aide/Clerk		13.49
13054 - Library Information Technology Systems		25.71
Administrator		
13058 - Library Technician		18.56
13061 - Media Specialist I		18.54
13062 - Media Specialist II		20.75
13063 - Media Specialist III		23.13
13071 - Photographer I		19.42
13072 - Photographer II		22.61
13073 - Photographer III		29.56
13074 - Photographer IV 13075 - Photographer V		34.28 39.82
13110 - Video Teleconference Technician		19.13
14000 - Information Technology Occupations		19.13
14041 - Computer Operator I		16.74
14042 - Computer Operator II		19.20
14043 - Computer Operator III		21.16
14044 - Computer Operator IV		23.46
14045 - Computer Operator V		25.58
14071 - Computer Programmer I	(see 1)	22.60
	(see 1)	
14103 - Computer Systems Analyst III 14150 - Peripheral Equipment Operator	(see 1)	16.74
14150 - Peripheral Equipment Operator 14160 - Personal Computer Support Technician		23.46
15000 - Instructional Occupations		20.10
15010 - Aircrew Training Devices Instructor (Non-Rated)		32.52
15020 - Aircrew Training Devices Instructor (Rated)		39.35
15030 - Air Crew Training Devices Instructor (Pilot)		45.62
15050 - Computer Based Training Specialist / Instructor		32.52

15060	- Educational Technologist	30.30
	- Flight Instructor (Pilot)	45.62
	- Graphic Artist	25.87
	- Technical Instructor	24.59
	- Technical Instructor/Course Developer	32.69
	- Test Proctor	21.80
	- Tutor	21.80
	Laundry, Dry-Cleaning, Pressing And Related Occupations	21.00
	- Assembler	10.00
	- Counter Attendant	
		10.00
	- Dry Cleaner	13.34
	- Finisher, Flatwork, Machine	10.00
	- Presser, Hand	10.00
	- Presser, Machine, Drycleaning	10.00
	- Presser, Machine, Shirts	10.00
	- Presser, Machine, Wearing Apparel, Laundry	10.00
	- Sewing Machine Operator	14.52
	- Tailor	15.65
16250	- Washer, Machine	11.08
19000 -	Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	26.18
19040	- Tool And Die Maker	29.03
21000 -	Materials Handling And Packing Occupations	
	- Forklift Operator	20.65
	- Material Coordinator	24.54
	- Material Expediter	24.54
	- Material Handling Laborer	15.24
	- Order Filler	15.25
	- Production Line Worker (Food Processing)	20.65
	- Shipping Packer	17.34
	- Shipping/Receiving Clerk	17.34
	- Store Worker I	17.19
	- Stock Clerk	21.86
	- Tools And Parts Attendant	20.65
	- Warehouse Specialist	20.65
	Mechanics And Maintenance And Repair Occupations	07.00
	- Aerospace Structural Welder	27.20
	- Aircraft Mechanic I	26.35
	- Aircraft Mechanic II	27.20
	- Aircraft Mechanic III	28.07
	- Aircraft Mechanic Helper	19.51
23050	- Aircraft, Painter	25.57
23060	- Aircraft Servicer	22.27
23080	- Aircraft Worker	23.38
23110	- Appliance Mechanic	23.56
23120	- Bicycle Repairer	18.30
23125	- Cable Splicer	27.91
	- Carpenter, Maintenance	25.65
	- Carpet Layer	25.15
	- Electrician, Maintenance	32.65
	- Electronics Technician Maintenance I	25.50
	- Electronics Technician Maintenance II	27.07
	- Electronics Technician Maintenance III	28.00
	- Fabric Worker	23.75
	- Fire Alarm System Mechanic	26.30
	- Fire Extinguisher Repairer	22.37
	- Fuel Distribution System Mechanic	26.51
		20.31
	- Fuel Distribution System Operator	
	- General Maintenance Worker	23.96
	- Ground Support Equipment Mechanic	26.35
	- Ground Support Equipment Servicer	22.27
23382	- Ground Support Equipment Worker	23.38

23391 - Gunsmith I	22.37
23392 - Gunsmith II	24.10
23393 - Gunsmith III	25.75
23410 - Heating, Ventilation And Air-Conditioning	27.61
Mechanic	
23411 - Heating, Ventilation And Air Contditionin	ng 28.40
Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	29.63
23440 - Heavy Equipment Operator	25.52
23460 - Instrument Mechanic	28.93
23465 - Laboratory/Shelter Mechanic	24.89
23470 - Laborer	16.69
23510 - Locksmith	23.44
23530 - Machinery Maintenance Mechanic	28.66
23550 - Machinist, Maintenance	27.99
23580 - Maintenance Trades Helper	19.73
23591 - Metrology Technician I	28.93
23592 - Metrology Technician II	29.73
23593 - Metrology Technician III	30.69
23640 - Millwright	34.10
23710 - Office Appliance Repairer	24.76
23760 - Painter, Maintenance	26.60
23790 - Pipefitter, Maintenance	29.87
23810 - Plumber, Maintenance	29.24
23820 - Pneudraulic Systems Mechanic	25.75
23850 - Rigger	25.94
23870 - Scale Mechanic	24.10
23890 - Sheet-Metal Worker, Maintenance	29.24
23910 - Small Engine Mechanic	23.98
23931 - Telecommunications Mechanic I	26.78
23932 - Telecommunications Mechanic II	27.49
23950 - Telephone Lineman	25.23
23960 - Welder, Combination, Maintenance	26.46
23965 - Well Driller	25.34
23970 - Woodcraft Worker	26.30
23980 - Woodworker	22.37
24000 - Personal Needs Occupations	22.57
24570 - Child Care Attendant	13.85
24580 - Child Care Center Clerk	18.10
24610 - Chore Aide	11.09
24620 - Family Readiness And Support Services	17.41
Coordinator	1, 11
24630 - Homemaker	19.20
25000 - Plant And System Operations Occupations	19.20
25010 - Boiler Tender	28.00
25040 - Sewage Plant Operator	25.78
25070 - Stationary Engineer	28.00
25190 - Ventilation Equipment Tender	22.06
25210 - Water Treatment Plant Operator	25.67
27000 - Protective Service Occupations	23.07
27004 - Alarm Monitor	20.29
27004 - Alarm Monitor 27007 - Baggage Inspector	12.93
27007 - Baggage Inspector 27008 - Corrections Officer	23.65
27000 - Corrections Officer 27010 - Court Security Officer	23.72
27030 - Detection Dog Handler	18.96
27030 - Detection bog handler 27040 - Detention Officer	23.65
27070 - Firefighter	23.63
27101 - Guard I	12.93
27101 - Guard I 27102 - Guard II	18.96
27102 - Guard II 27131 - Police Officer I	27.65
27131 - Police Officer I	30.72
	30.72
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator 28042 - Carnival Equipment Repairer 28043 - Carnival Equipment Worker 28210 - Gate Attendant/Gate Tender 28310 - Lifeguard 28350 - Park Attendant (Aide) 28510 - Recreation Aide/Health Facility Attendant 28515 - Recreation Specialist		14.14 14.65 12.22 14.59 13.00 16.32 11.16 17.46
28630 - Sports Official 28690 - Swimming Pool Operator 29000 - Stevedoring/Longshoremen Occupational Services		13.00 20.87
29010 - Blocker And Bracer		24.84
29020 - Hatch Tender 29030 - Line Handler		24.84 24.84
29041 - Stevedore I		24.00
29042 - Stevedore II		25.70
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)		38.88 26.82
30011 - Air Traffic Control Specialist, Station (HFO) 30012 - Air Traffic Control Specialist, Terminal (HFO)		29.53
30021 - Archeological Technician I	(300 2)	20.08
30022 - Archeological Technician II		22.47
30023 - Archeological Technician III		27.83
30030 - Cartographic Technician		27.83
30040 - Civil Engineering Technician		25.65
30061 - Drafter/CAD Operator I		20.08 22.47
30062 - Drafter/CAD Operator II 30063 - Drafter/CAD Operator III		25.05
30064 - Drafter/CAD Operator IV		30.82
30081 - Engineering Technician I		18.36
30082 - Engineering Technician II		21.64
30083 - Engineering Technician III		24.21
30084 - Engineering Technician IV		30.00
30085 - Engineering Technician V 30086 - Engineering Technician VI		36.70 44.38
30090 - Engineering Technician VI		23.66
30210 - Laboratory Technician		20.83
30240 - Mathematical Technician		27.83
30361 - Paralegal/Legal Assistant I		20.88
30362 - Paralegal/Legal Assistant II		25.86
30364 Paralegal/Legal Assistant III		31.63
30364 - Paralegal/Legal Assistant IV 30390 - Photo-Optics Technician		38.28 28.08
30461 - Technical Writer I		24.37
30462 - Technical Writer II		29.82
30463 - Technical Writer III		36.08
30491 - Unexploded Ordnance (UXO) Technician I		24.71
30492 - Unexploded Ordnance (UXO) Technician II		29.90
30493 - Unexploded Ordnance (UXO) Technician III 30494 - Unexploded (UXO) Safety Escort		35.84 24.71
30495 - Unexploded (UXO) Sweep Personnel		24.71
30620 - Weather Observer, Combined Upper Air Or	(see 2)	24.80
Surface Programs		
30621 - Weather Observer, Senior	(see 2)	27.55
31000 - Transportation/Mobile Equipment Operation Occupa	tions	12 17
31020 - Bus Aide 31030 - Bus Driver		13.47 17.19
31043 - Driver Courier		17.13
31260 - Parking and Lot Attendant		13.20
31290 - Shuttle Bus Driver		18.55
31310 - Taxi Driver		13.70
31361 - Truckdriver, Light		18.08

31362	- Truckdriver, Medium	19.61
	TOUR CONTROL OF THE C	
	- Truckdriver, Heavy	21.82
31364	- Truckdriver, Tractor-Trailer	21.82
99000 -	Miscellaneous Occupations	
99030	- Cashier	10.62
99050	- Desk Clerk	10.62
99095	- Embalmer	26.66
99251	- Laboratory Animal Caretaker I	13.77
99252	- Laboratory Animal Caretaker II	15.32
	- Mortician	28.35
99410	- Pest Controller	20.39
99510	- Photofinishing Worker	15.49
99710	- Recycling Laborer	15.07
99711	- Recycling Specialist	16.58
	- Refuse Collector	16.82
99810	- Sales Clerk	12.09
99820	- School Crossing Guard	11.92
	- Survey Party Chief	22.62
	- Surveying Aide	12.97
	- Surveying Technician	19.86
	- Vending Machine Attendant	20.52
	- Vending Machine Repairer	22.53
99842	- Vending Machine Repairer Helper	20.52

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 15 years, and 5 weeks after 20 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).
- 2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an

adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at http://www.dol.gov/esa/whd/ or through the Wage Determinations On-Line (WDOL) Web site at http://wdol.gov/.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or

disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				CONTRACT ID CODE	PA	GE OF	PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJI	ECT NO.	3 . (If applicable)	
0029	See Blo	ck 16C	PR-C	POD-16-00008				
6. ISSUED BY CODE			7. ADN	INISTERED BY (If other than Item 6)	CODE			
CPOD US Environmental Protection Cincinnati Procurement Oper Division 26 West Martin Luther King	ations				ı			
Cincinnati OH 45268 8. NAME AND ADDRESS OF CONTRACTOR (No., stre	at county State and	I 7IP Code)	loΛ	AMENDMENT OF SOLICITATION NO.				
TARITAS POWER SERVICES INC Attn: Diane Szabo-Vasicek 9259 PINE HILL CT. PO BOX 33 SALINE MI 481769476	a, county, State and	·	9B. × 104 E.E.	DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER NO -C-11-052 S. DATED (SEE ITEM 13)	0.			
CODE 074228065	FACILITY COI	DE DE		9/29/2011				
				ENTS OF SOLICITATIONS				
separate letter or telegram which includes a reference. THE PLACE DESIGNATED FOR THE RECEIPT OF virtue of this amendment you desire to change an of reference to the solicitation and this amendment, and 12. ACCOUNTING AND APPROPRIATION DATA (If respectively).	opies of the amer e to the solicitatic OFFERS PRIOR er already submit d is received prior quired)	ndment; (b) By acknowled on and amendment number TO THE HOUR AND DA ted , such change may be to the opening hour and	ging recents. FA TE SPE e made date spe	eipt of this amendment on each copy of the off ILURE OF YOUR ACKNOWLEDGEMENT TO CIFIED MAY RESULT IN REJECTION OF YOU by telegram or letter, provided each telegram or	er submitt BE RECE JR OFFEF r letter ma	ed; or (d IVED AT R If by Ikes	e) By	
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:								
D OTHER (Specific type of modification	D. OTHER (Specify type of modification and authority)							
X By mutual agreement	***	parties.						
E. IMPORTANT: Contractor sign ont.	<u>10-10</u>	to sign this document and	return	1 copies to the issuing	office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065 Managed Operations, Mainten	(Organized by U	ICF section headings, inc	luding s	olicitation/contract subject matter where feasible	le.)	Veh:	icle	
and Fuel Emissions Laborato	ΞY							
Max Expire Date: 09/30/2016 LIST OF CHANGES: Reason for Modification : F	ınding On	ly Action						
The purpose of this modification. To Shift \$46,164.52 of for 2. To Shift \$46,164.52 of for 3. To incorporate the Local Continued Except as provided herein, all terms and conditions of	unds from unds from Clause E	Option Perio	od I: od I: JTIL:	II to Option Period IV.				
15A. NAME AND TITLE OF SIGNER (Type or print)				NAME AND TITLE OF CONTRACTING OFFICE hael D. Kreacic	ER (Type	or print)		
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. I	UNITED STATES OF AMERICA		160	C. DATE SIGNED	
(Signature of person authorized to sign)			-	(Signature of Contracting Officer)	-			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED		OF.
	EP-C-11-052/0029	2	3

NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	States allega	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	ADMINISTRATION into the contract. (see the text				
	below)				
	4. All other terms and conditions remain unchanged.				
	unonangea.				
	Total Amount for this Modification: \$0.00				
	CHANGES FOR LINE ITEM NUMBER: 2002 Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from				
	(b)(4) to (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	14-15-C-56EB-101A61X55-2582-1456EE4018-001				
	Amount changed from (b)(4) to (b)(4)				
	Percent changed from 26.53912 to 5.64801				
	CHANGES FOR LINE THEM NUMBER. 2004				
	CHANGES FOR LINE ITEM NUMBER: 2004 Obligated Amount for this modification:				
	(b)(4)				
	Incremental Funded Amount changed from (D)(4)				
	to (b)(4)				
	CHANGES FOR ACCOUNTING CODE:				
	14-15-C-56EB-101A61X55-2582-1456EE4018-001				
	Amount changed from (b)(4) to \$0.00				
	Percent changed from 25 to 0				
	CHANGES FOR LINE ITEM NUMBER: 3004				
	CHANGES FOR ACCOUNTING CODE:				
	15-16-C-56EB-101A61X <u>55-2582-155</u> 6EE5022-001				
	Amount changed from $(b)(4)$ to $(b)(4)$				
	Percent changed from 0 to 24.80779				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	14-15-C-56EB-101A61X55-2582-1456EE4018-001				
	Beginning FiscalYear 14				
	Ending Fiscal Year 15 Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project) Cost Organization				
	DCN-LineID 1456EE4018-001				
	Quantity: 0				
	Amount: (b)(4)				
	Continued				

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 EP-C-11-052/0029
 3
 3

NAME OF OFFEROR OR CONTRACTOR

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	Percent: 30.77635		\sqcap	İ	
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 4001	-			
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from	_[
	(b)(4) to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	15-16-C-56EB-101A61X55-2582-1556EE5022-001				
	Beginning FiscalYear 15				
	Ending Fiscal Year 16				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A61X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization DCN-LineID 1556EE5022-001				
	Quantity: 0				
	Amount: (b)(4) Percent: 5.03648				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 2771				
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
		1	1 1		

A. PURPOSE OF MODIFICATION

The purpose of this modification 29 is as follows:

- 1. To Shift \$46,164.52 of funds from Option Period II to Option Period III.
- 2. To Shift \$46,164.52 of funds from Option Period III to Option Period IV.
- 3. To incorporate the Local Clause EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION into the contract. (see the text below)
- 4. All other terms and conditions remain unchanged.

B. CLAUSES

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

(a)Option Period II Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$930,731.48 of the total price is presently available for payment and allotted to Option Period II this contract.

Option Period III Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$1,126,789.80 of the total price is presently available for payment and allotted to Option Period III this contract.

Option Period IV Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$1,246,306.00 of the total price is presently available for payment and allotted to Option Period IV this contract.

- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date,

the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the attached Option Period IV Recapitulation of Funds Spreadsheet:

(End of Clause)

Option Period II Recapitulation of Funds 10/01/2013 - 09/30/2014

Funding Action			
Mod 14		\$ 238,254.00	
Mod 15		\$ 238,254.00	
Mod 16		\$ -	
Mod 17		\$ 31,443.81	
Mod 18		\$ 289,998.00	
Mod 19		\$ 208,074.19	
Mod 21		\$ (31,928.00)	
Mod 24		\$ 2,800.00	
Mod 29		\$ (46,164.52)	
	Total Funded	\$ 930,731.48	
Total Per Contract		\$ 954,280.00	
Increase per Mod 16		\$ 51,744.00	
Decrease per Mod 22		\$ (31,928.00)	
Increase per Mod 23		\$ 2,800.00	
New Contract Total		\$ 976,896.00	
Balance Unfunded		\$ 46,164.52	

Option Period III Recapitulation of Funds 10/01/2014 - 09/30/2015

Funding Action			
Mod 20		\$ 84,972.50	
Mod 21		\$ 31,928.00	
Mod 22		\$ 424,000.00	
Mod 24		\$ (2,800.00)	
Mod 25		\$ 35,000.00	
Mod 26		\$ 452,465.30	
Mod 27		\$ 101,224.00	
	Total Funded	\$ 1,126,789.80	
Total Per Contract		\$ 955,720.00	
Increase per Mod 16		\$ 62,225.00	
Increase per Mod 20		\$ 2,620.80	

Increase per Mod 25	\$ 5,000.00	£
Increase per Mod 27	\$ 101,224.00	
New Contract Total	\$ 1,126,789.80	
Balance Unfunded		0

Option Period IV Recapitulation of Funds						
10/01/2015 - 09/30/2016						
Funding Action						
Mod 28		\$	621,333.00			
Mod 29		\$	46,164.52			
	Total Funded	\$	667,497.52			
Total Per Contract		\$	964,156.00			
Increase per Mod 16		\$	63,890.00			
Increase per Mod 27		\$	214,620.00			
Increase per Mod 28		\$	3,640.00			
New Contract Total		\$	1,246,306.00			
		12				
Balance Unfunded		\$	578,808.48			

EPA-H-42-102 UTILIZATION OF FEDCONNECT FOR CONTRACT ADMINISTRATION

EPA will utilize the FedConnect® web portal in administering this contract. The contractor must be registered in FedConnect® and have access to the FedConnect website located at https://www.fedconnect.net/Fedconnect/. For assistance in registering or for other FedConnect® technical questions please call the FedConnect® Help Desk at (800) 899-6665 or email at support@fedconnect.net.

End of clause

AMENDMENT OF SOLICITATION/MODIFIC	ATION OF CO	ONTRACT		CONTRACT ID CODE	PAGE	OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE	DATE 4	4. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT	NO. (If applicable)	
0030	See Bloo			Schedule		, , , , , , , , , , , , , , , , , , , ,	
6. ISSUED BY CODE	CPOD		7. ADN	IINISTERED BY (If other than Item 6)	CODE		
CPOD US Environmental Protection Cincinnati Procurement Opera Division 26 West Martin Luther King D	Agency						
Cincinnati OH 45268			-loa	AMENDMENT OF A CHARTEST AND			
8. NAME AND ADDRESS OF CONTRACTOR (No., street CARITAS POWER SERVICES INC 0259 PINE HILL CT. PO BOX 33 SALINE MI 481769476	, county, State and	_	9B.	AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) MODIFICATION OF CONTRACT/ORDER NO. C-C-11-052 DATED (SEE ITEM 13)	0.		
CODE 074228065	FACILITY COD	Ε	0	9/29/2011			
	11. THIS ITE	 EM ONLY APPLIES TO AM	 ENDM	ENTS OF SOLICITATIONS			
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. 12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Increase: \$254,782.25 See Schedule 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE A. THIS CHANGE ORDER IS ISSUED FORDER NO. IN ITEM 10A.	PURSUANT TO:	(Specify authority) THE C	CHANG	ES SET FORTH IN ITEM 14 ARE MADE IN TH	HE CONTRAC	т	
B. THE ABOVE NUMBERED CONTRAC appropriation date, etc.) SET FORTH C. THIS SUPPLEMENTAL AGREEMEN				MINISTRATIVE CHANGES (such as changes i OF FAR 43.103(b). "Y OF:	n paying office),	
D. OTHER (Specify type of modification X TAW B-1 LOCAL CLAUSE	•	11 LIMITATION	I OF	GOVERNMENT'S OBLIGATIO	N		
	<u>10-10</u>						
E. IMPORTANT: Contractor ☑ is not. 14. DESCRIPTION OF AMENDMENT/MODIFICATION DUNS Number: 074228065		o sign this document and i			3		
Managed Operations, Maintena and Fuel Emissions Laborator Max Expire Date: 09/30/2016 LIST OF CHANGES: Reason for Modification : Fu	У	-	ppo	rt Services for the Nat	ional V	ehicle	
The purpose of this modifica 1. To add \$254,782.25 of inc 2. To Change the Alternate C	remental	funding to O	ptic				
Continued							
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	e document refe	renced in Item 9 A or 10A,		etofore changed, remains unchanged and in for NAME AND TITLE OF CONTRACTING OFFICE			
			Mic	hael D. Kreacic			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED			LECTRONIC	16C. DATE SIGNED	
(Signature of person authorized to sign)			74-	(Signature of Contracting Officer)	SICNATURE	03/02/2016	

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED EP-C-11-052/0030
 PAGE EP-C-11-052/0030
 PAGE EP-C-11-052/0030
 PAGE EP-C-11-052/0030
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 PAGE EP-C-11-052/0030
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NAME OF OFFEROR OR CONTRACTOR

(B) (C) (D) (E) (F) el Geeting National Vehicle and missions Laboratory/OAR Plymouth Road bor, MI 48105 4-4738 ag.michael@Epa.gov other terms and conditions remain aged. ESS FOR LINE ITEM NUMBER: 4001 ated Amount for this modification: mental Funded Amount changed from to (b)(4) CCOUNTING CODE ADDED:
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Fiscal Year 17
Appropriation) C
Organization 56EB
m (PRC) 101A46X55
(BOC) 2582
(Site/Project)
Organization Programme Pro
neID 1656EE6010-001
ty: 0
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t: 0
t To Funding: N
at Address:
RTP Finance Center
rironmental Protection Agency
nance Center (D143-02)
Alexander Drive
NC 27711
. INC 2//11
SES FOR LINE ITEM NUMBER: 4002
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4)
COUNTING CODE ADDED:
at code:
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NAME OF OFFEROR OR CONTRACTOR

M NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
A)	(B)	(C)	(D)	(E)	(F)
	Ending Fiscal Year 17				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A46X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1656EE6010-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 0				
	TON THEORY OF THE SHOWNING HE TON				
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 4003	_			
	Obligated Amount for this modification: (b)(4)	[
	Incremental Funded Amount changed from (b)(4)				
	to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	16-17-C-56EB-101A46X55-2582-1656EE6010-001				
	Beginning FiscalYear 16				
	Ending Fiscal Year 17				
	Fund (Appropriation) C				
	Budget Organization 56EB				
	Program (PRC) 101A46X55				
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1656EE6010-001				
	Quantity: 0				
	Amount: ((b)(4)				
	Percent: 0				
	Subject To Funding: N				
	CHANGES FOR LINE ITEM NUMBER: 4004				
	Obligated Amount for this modification: (b)(4)				
	Incremental Funded Amount changed from (b)(4)	 			
	to (b)(4)				
	NEW ACCOUNTING CODE ADDED:				
	Account code:				
	16-17-C-56D5-102A61-2582-1656L6E021-001				
	Beginning FiscalYear 16				
	Ending Fiscal Year 17				
	Fund (Appropriation) C				
	Budget Organization 56D5				
	Program (PRC) 102A61				
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EP-C-11-052/0030

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NAME OF OFFEROR OR CONTRACTOR

ITEM NO.	SUPPLIES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	Budget (BOC) 2582				
	Job # (Site/Project)				
	Cost Organization				
	DCN-LineID 1656L6E021-001				
	Quantity: 0				
	Amount: (b)(4)				
	Percent: 9.85483				
	Subject To Funding: N				
	Payment Address:				
	RTP Finance Center				
	US Environmental Protection Agency				
	RTP-Finance Center (AA216-01)				
	109 TW Alexander Drive				
	www2.epa.gov/financial/contracts				
	Durham NC 27711				
	Delivery Location Code: NVFEL SHIPPING				
	NVFEL - Shipping and Receiving				
	US Environmental Protection Agency				
	National Vehicle and Fuel Emissions				
	2565 Plymouth Road				
	Ann Arbor MI 48105 USA				
	FOB: Destination				
	Period of Performance: 10/01/2011 to 09/30/2016				
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A. PURPOSE OF MODIFICATION

The purpose of this modification 30 is as follows:

- 1. To add \$254,782.25 of incremental funding to Option Period IV.
- 2. To Change the Alternate Contracting Officer's Representative to:

Michael Geeting USEPA National Vehicle and Fuel Emissions Laboratory/OAR 2565 Plymouth Road Ann Arbor, MI 48105 734-214-4738 Geeting.michael@Epa.gov

3. All other terms and conditions remain unchanged.

B. CLAUSES

B-1 LOCAL CLAUSES LC-32-11 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Option Period IV Contract line items 1 through 4 are incrementally funded. For these items, the sum of \$922,279.77 of the total price is presently available for payment and allotted to Option Period IV this contract.
- (b) For items identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those items for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those items beyond that point. Subject to the clause entitled, "Termination for Convenience of the Government", the Government will not be obligated, under any circumstances, to reimburse the Contractor in excess of the amount payable by the Government in the event of termination of applicable contract line items for convenience including costs, profit, and estimated termination costs for those line items.
- (c) Notwithstanding the dates specified in the allotment schedule in paragraph (i) of this clause, the Contractor will notify the Contracting Officer, in writing, at least 5 days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85% of the total amount currently allotted to the contract for performance of the applicable items. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (a) of this clause, or to a substitute date as determined by the Government pursuant to paragraph (d) of this clause. If after such notification, additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date,

the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause entitled "Termination for Convenience of the Government".

- (d) The parties contemplate that the Government will allot additional funds for continued performance of the contract line items identified in paragraph (a) for this clause and will determine the estimated period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and to the new estimated period of contract performance. The contract will be modified accordingly.
- (e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line items identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price of the items, or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes".
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line items identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default". The provisions of this clause are limited to the work and allotment of funds for the contract line items set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with the regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraph (d) or (e) of this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the contract clause entitled "Termination for Convenience of the Government".
- (i) The parties contemplate that the Government will obligate funds to this contract in accordance with the attached Option Period IV Recapitulation of Funds Spreadsheet.

(End of Clause)

EP-C-11-052 Option Period IV Recapitulation of Funds

10/01/2015 - 09/30/2016

	CLIN 4001	CLIN 4002	CLIN 4003	CLIN 4004	
Funding Action	Type: FFP	Type: NTE	Type: NTE	Type: NTE	ALL CLIN TOTAL
Mod 28	(b)(4)			\$75,009.00	\$621,333.00
Mod 29				\$0.00	\$46,164.52
Mod 30				\$14,782.25	\$254,782.25

Total Funded	9	(b)(4)	(b)(4)	\$922,279.77		
Total Per Contract			\$140,000.00	\$13,100.00	\$60,000.00	\$964,156.00
Increase per Mod 16			\$11,604.00	\$0.00	\$0.00	\$63,890.00
Increase per Mod 27			\$15,000.00	\$0.00	\$90,000.00	\$214,620.00
Increase per Mod 28						\$3,640.00
New Contract Total			\$166,604.00	\$13,100.00	\$150,000.00	\$1,246,306.00
Balance Unfunded		\$263,817.48	\$0.00	\$0.00	\$60,208.75	\$324,026.23